

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF CALIFORNIA

MICHAEL ASHKER,

Plaintiff,

v.

FORTRESS NORTH AMERICA,  
L.L.C., et al.,

Defendants.

Case No. 2:24-cv-03297-DC-CSK

ORDER GRANTING MODIFIED  
STIPULATED PROTECTIVE ORDER

(ECF No .20)

The Court has reviewed the parties' stipulated protective order below (ECF No. 20), and finds it comports with the relevant authorities and the Court's Local Rule. See L.R. 141.1. The Court APPROVES the protective order, subject to the following clarification.

The Court's Local Rules indicate that once an action is closed, it "will not retain jurisdiction over enforcement of the terms of any protective order filed in that action." L.R. 141.1(f); see *Bylin Heating Sys., Inc. v. Thermal Techs., Inc.*, 2012 WL 13237584, at \*2 (E.D. Cal. Oct. 29, 2012) (noting that courts in the district generally do not retain jurisdiction for disputes concerning protective orders after closure of the case). Thus, the Court will not retain jurisdiction over this protective order once the case is closed.

Dated: October 6, 2025

  
CHI SOO KIM  
UNITED STATES MAGISTRATE JUDGE

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UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA, SACRAMENTO DIVISION

MICHAEL ASHKER,

Plaintiff,

v.

FORTRESS NORTH AMERICA, LLC, a  
California limited liability company,  
COMPASS MINERALS INTERNATIONAL,  
INC., a Delaware corporation, and DOES - 10,  
inclusive,

Defendants.

Case No. 2:24-cv-03297-DC-CSK

Related Case No: 2:24-cv-03298-DC-CSK

**STIPULATED PROTECTIVE ORDER**

1. INTRODUCTION

1.1 PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Local Rule 141 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

1.2 GOOD CAUSE STATEMENT

This action is likely to involve confidential documents relating to private employment records, personnel file documents, financial records, and personal identifying information of parties and third-party witnesses (i.e., addresses, telephone numbers) for which special protection from public disclosure and from use for any purpose other than prosecution of this action is not warranted. Such private, confidential, and proprietary materials and information consist of, among other things, documents produced in connection with employee records, personnel file information, personal identifying information of any party or third-party witnesses otherwise generally unavailable to the public, private financial information, confidential corporate records, and other information that may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law.

Without a Protective Order, uncontrolled disclosure of the above-identified categories of materials would result in harm, including invasion of the privacy interests of the parties and non-party witnesses and improper disclosure of sensitive and confidential information of the parties and non-parties, including but not limited to private employment records, private financial

1 information, and private contact information. There is good cause and a particularized need for a  
2 Protective Order to preserve the interests of confidentiality and privacy in employment and  
3 personnel records, private and internal corporate records, sensitive financial information, and the  
4 personal identifying information of parties and third-party witnesses. Accordingly, to expedite the  
5 flow of information, to facilitate the prompt resolution of disputes over confidentiality of  
6 discovery materials, to adequately protect information the parties are entitled to keep confidential,  
7 to ensure that the parties are permitted reasonably necessary uses of such material in preparation  
8 for and in the conduct of trial, to address their handling at the end of the litigation, and serve the  
9 ends of justice, a protective order for such information is justified in this matter.

10 It is the intent of the parties that information will not be designated as confidential for  
11 tactical reasons and that nothing be so designated without a good faith belief that it has been  
12 maintained in a confidential, non-public manner, and there is good cause why it should not be part  
13 of the public record in this case. The parties therefore stipulate that there is Good Cause for, and  
14 hereby jointly request that the honorable Court issue and enter, a Protective Order regarding  
15 confidential documents consistent with the terms and provisions of this Stipulation.

16 2. DEFINITIONS

17 2.1 Challenging Party: a Party or Non-Party that challenges the designation of  
18 information or items under this Order.

19 2.2 "CONFIDENTIAL" Information or Items: information (regardless of how it is  
20 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule  
21 of Civil Procedure 26(c). Pursuant to Local Rule 141.1(c)(1), the parties identify the following  
22 types of information they believe to be eligible for protection under this Order: (i) personnel files,  
23 (ii) employment records, (iii) investigation records and other documents relating to employee and  
24 personnel issues, (iv) personal information of the parties in this litigation or of non-parties,  
25 including but not limited to, social security numbers, phone numbers, and home addresses, and (v)  
26 personal and corporate financial records.

27 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as  
28 well as their support staff).

2.4 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

2.5 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this action.

2.7 House Counsel: attorneys who are employees of a party to this action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.8 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

2.9 Outside Counsel of Record: attorneys who are not employees of a party to this action but are retained to represent or advise a party to this action and have appeared in this action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

2.10 Party: any party to this action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this action.

2.12 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.13 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL.”

2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only Protected Material  
3 (as defined above), but also (1) any information copied or extracted from Protected Material; (2)  
4 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,  
5 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.  
6 However, the protections conferred by this Stipulation and Order do not cover the following  
7 information: (a) any information that is in the public domain at the time of disclosure to a  
8 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a  
9 result of publication not involving a violation of this Order, including becoming part of the public  
10 record through trial or otherwise; and (b) any information known to the Receiving Party prior to  
11 the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained  
12 the information lawfully and under no obligation of confidentiality to the Designating Party. Any  
13 use of Protected Material at trial shall be governed by a separate agreement or order.

14 4. DURATION

15 Even after final disposition of this litigation, the confidentiality obligations imposed by  
16 this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court  
17 order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all  
18 claims and defenses in this action, with or without prejudice; and (2) final judgment herein after  
19 the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,  
20 including the time limits for filing any motions or applications for extension of time pursuant to  
21 applicable law.

22 5. DESIGNATING PROTECTED MATERIAL

23 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party  
24 or Non-Party that designates information or items for protection under this Order must take care to  
25 limit any such designation to specific material that qualifies under the appropriate standards. The  
26 Designating Party must designate for protection only those parts of material, documents, items, or  
27 oral or written communications that qualify – so that other portions of the material, documents,  
28 items, or communications for which protection is not warranted are not swept unjustifiably within

1 the ambit of this Order.

2 Mass, indiscriminate, or routinized designations are prohibited. Designations that are  
3 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to  
4 unnecessarily encumber or retard the case development process or to impose unnecessary  
5 expenses and burdens on other parties) expose the Designating Party to sanctions.

6 If it comes to a Designating Party's attention that information or items that it designated  
7 for protection do not qualify for protection, that Designating Party must promptly notify all other  
8 Parties that it is withdrawing the mistaken designation.

9 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order  
10 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,  
11 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so  
12 designated before the material is disclosed or produced.

13 Designation in conformity with this Order requires:

14 (a) For information in documentary form (e.g., paper or electronic documents, but  
15 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party  
16 affix the legend "CONFIDENTIAL" to each page that contains protected material.

17 A Party or Non-Party that makes original documents or materials available for  
18 inspection need not designate them for protection until after the inspecting Party has indicated  
19 which material it would like copied and produced. During the inspection and before the  
20 designation, all of the material made available for inspection shall be deemed  
21 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants copied and  
22 produced, the Producing Party must determine which documents, or portions thereof, qualify for  
23 protection under this Order. Then, before producing the specified documents, the Producing Party  
24 must affix the "CONFIDENTIAL" legend to each page that contains Protected Material.

25 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the  
26 Designating Party identify on the record, before the close of the deposition, hearing, or other  
27 proceeding, all protected testimony, with an exception that the Parties retain the right to designate  
28 confidential material in a deposition thirty (30) days after the final deposition transcript is made

1 available.

2 (c) for information produced in some form other than documentary and for any other  
3 tangible items, that the Producing Party affix in a prominent place on the exterior of the container  
4 or containers in which the information or item is stored the legend "CONFIDENTIAL." If only a  
5 portion or portions of the information or item warrant protection, the Producing Party, to the  
6 extent practicable, shall identify the protected portion(s).

7 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
8 designate qualified information or items does not, standing alone, waive the Designating Party's  
9 right to secure protection under this Order for such material. Upon timely correction of a  
10 designation, the Receiving Party must make reasonable efforts to assure the Producing Party that  
11 the material is treated in accordance with the provisions of this Order.

12 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

13 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of  
14 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality  
15 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
16 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to  
17 challenge a confidentiality designation by electing not to mount a challenge promptly after the  
18 original designation is disclosed.

19 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
20 process by providing written notice of each designation it is challenging and describing the basis  
21 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written  
22 notice must recite that the challenge to confidentiality is being made in accordance with this  
23 specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in  
24 good faith and must begin the process by conferring directly (in voice to voice dialogue; other  
25 forms of communication are not sufficient) within 14 days of the date of service of notice. In  
26 conferring, the Challenging Party must explain the basis for its belief that the confidentiality  
27 designation was not proper and must give the Designating Party an opportunity to review the  
28 designated material, to reconsider the circumstances, and, if no change in designation is offered, to



1 explain the basis for the chosen designation. A Challenging Party may proceed to the next stage of  
2 the challenge process only if it has engaged in this meet and confer process first or establishes that  
3 the Designating Party is unwilling to participate in the meet and confer process in a timely  
4 manner.

5       6.3     Judicial Intervention. If the Parties cannot resolve a challenge without court  
6 intervention, the Designating Party shall file and serve a motion to retain confidentiality under  
7 Local Rule 230 (and in compliance with Local Rule 141, if applicable) within 21 days of the  
8 initial notice of challenge or within 14 days of the parties agreeing that the meet and confer  
9 process will not resolve their dispute, whichever is earlier. Each such motion must be  
10 accompanied by a competent declaration affirming that the movant has complied with the meet  
11 and confer requirements imposed in the preceding paragraph. Failure by the Designating Party to  
12 make such a motion including the required declaration within 21 days (or 14 days, if applicable)  
13 shall automatically waive the confidentiality designation for each challenged designation. In  
14 addition, the Challenging Party may file a motion challenging a confidentiality designation at any  
15 time if there is good cause for doing so, including a challenge to the designation of a deposition  
16 transcript or any portions thereof. Any motion brought pursuant to this provision must be  
17 accompanied by a competent declaration affirming that the movant has complied with the meet  
18 and confer requirements imposed by the preceding paragraph.

19       The burden of persuasion in any such challenge proceeding shall be on the Designating  
20 Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose  
21 unnecessary expenses and burdens on other parties) may expose the Challenging Party to  
22 sanctions. Unless the Designating Party has waived the confidentiality designation by failing to  
23 file a motion to retain confidentiality as described above, all parties shall continue to afford the  
24 material in question the level of protection to which it is entitled under the Producing Party's  
25 designation until the court rules on the challenge.

26     7.     ACCESS TO AND USE OF PROTECTED MATERIAL

27       7.1     Basic Principles. A Receiving Party may use Protected Material that is disclosed or  
28 produced by another Party or by a Non-Party in connection with this case only for prosecuting,

1 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to  
 2 the categories of persons and under the conditions described in this Order. When the litigation has  
 3 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL  
 4 DISPOSITION).

5 Protected Material must be stored and maintained by a Receiving Party at a location and in  
 6 a secure manner that ensures that access is limited to the persons authorized under this Order.

7 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered  
 8 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any  
 9 information or item designated “CONFIDENTIAL” only to:

10 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as  
 11 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the  
 12 information for this litigation;

13 (b) the officers, directors, and employees (including House Counsel) of the Receiving  
 14 Party to whom disclosure is reasonably necessary for this litigation and who have signed the  
 15 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is  
 17 reasonably necessary for this litigation and who have signed the “Acknowledgment and  
 18 Agreement to Be Bound” (Exhibit A);

19 (d) the court, court personnel, and court appointed or party agreed upon mediators;

20 (e) court reporters and their staff, professional jury or trial consultants, mock jurors,  
 21 and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who  
 22 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23 (f) during their depositions, witnesses in the action to whom disclosure is reasonably  
 24 necessary. Pages of transcribed deposition testimony or exhibits to depositions that reveal  
 25 Protected Material must be separately bound by the court reporter and may not be disclosed to  
 26 anyone except as permitted under this Stipulated Protective Order.

27 (g) the author or recipient of a document containing the information or a custodian or  
 28 other person who otherwise possessed or knew the information.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material – and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

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10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. Without written permission from the Designating Party

1 or a court order secured after appropriate notice to all interested persons, a Party may not file in  
2 the public record in this action any Protected Material. A Party that seeks to file under seal any  
3 Protected Material must comply with Local Rule 141. Protected Material may only be filed under  
4 seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue.  
5 Pursuant to Local Rule 141, a sealing order will issue only upon a request establishing that the  
6 Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to  
7 protection under the law. If a Receiving Party's request to file Protected Material under seal  
8 pursuant to Local Rule 141 is denied by the court, then the Receiving Party may file the  
9 information in the public record unless otherwise instructed by the court.

10 13. FINAL DISPOSITION

11 Within 60 days after the final disposition of this action, as defined in paragraph 4, each  
12 Receiving Party must return all Protected Material to the Producing Party or destroy such material.  
13 As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
14 summaries, and any other format reproducing or capturing any of the Protected Material. Whether  
15 the Protected Material is returned or destroyed, the Receiving Party must submit a written  
16 certification to the Producing Party (and, if not the same person or entity, to the Designating Party)  
17 by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected  
18 OutsideMaterial that was returned or destroyed and (2) affirms that the Receiving Party has not  
19 retained any copies, abstracts, compilations, summaries or any other format reproducing or  
20 capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
21 retain a copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal  
22 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product,  
23 and consultant and expert work product, even if such materials contain Protected Material. Any  
24 such archival copies that contain or constitute Protected Material remain subject to this Protective  
25 Order as set forth in Section 4 (DURATION).

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1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

2 DATED: September 25, 2025 DOWNEY BRAND LLP

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By: /s/ Meghan M. Baker  
MEGHAN M. BAKER  
ALEXANDRA K. LAFOUNTAIN  
Attorneys for Plaintiff  
Michael Ashker

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9 DATED: September 25, 2025 DOWD BENNETT LLP

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By: /s/ Rebecca R. McLaughlin  
JAMES F. BENNETT  
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Attorneys for Defendants  
Fortress North America, LLC, and Compass  
Minerals International, Inc.

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**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
\_\_\_\_\_ [print or type full address], declare under penalty of  
perjury that I have read in its entirety and understand the Stipulated Protective Order that was  
issued by the United States District Court for the Eastern District of California on  
\_\_\_\_\_ [date] in the case of *Ashker v. Fortress North America LLC, et al.*, Case No. 2:24-cv-  
03297-DC-CSK. I agree to comply with and to be bound by all the terms of this Stipulated  
Protective Order and I understand and acknowledge that failure to so comply could expose me to  
sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in  
any manner any information or item that is subject to this Stipulated Protective Order to any  
person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the  
Eastern District of California for the purpose of enforcing the terms of this Stipulated Protective  
Order, even if such enforcement proceedings occur after termination of this action.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_